

The Cadre Law Firm, LLC
400 Sylvan Avenue
Englewood Cliffs, NJ 07632
201-894-1300

Jill Cadre, Esq. #042932003
Attorney for Debtors, Evaristo Burdiez
Cecelia Burdiez

In Re:

Evaristo Burdiez and
Cecelia Burdiez,

Debtors.

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY**

Case No. 20-23664-VSP

Chapter 13

REPLY TO TRUSTEE'S OBJECTION

**Hearing Date: November 18, 2021
at 10:00 a.m.**

I, **Jill Cadre**, attorney for the debtors, Evaristo Burdiez and Cecelia Burdiez, submit this reply to the Trustee's objection. The calculation is incorrect on the fee application and the amount should be \$1,980.00 (7.2 hours at \$275.00).

1. I am seeking the court's approval for the payment made at closing of the \$2500.00 which is \$550.00 more than what was initially approved for the extra work caused on this matter. The general office disbursements of \$200.00 is included in this fee, therefore the legal fee is \$2,300.00
2. In addition, I am also seeking payment of the balance of \$1,980.00 for extra work and participation in hearings in the Chapter 13 case by an attorney, of counsel to my office, Albert H. Wunsch, III and continues to make on this matter. What was billed at closing was only for the real estate work on the file. None of the extraneous work done for the bankruptcy case was considered.
3. My firm was retained to be real state attorneys on this matter which closed on July 6, 2021.
4. The delay in the closing had absolutely nothing to do with me being on medical leave as our office did not delay the closing.
5. The closing did not occur because the parties failed to have the certificate of occupancy ("CO") in place, a condition precedent to any real estate closing.
6. The seller/Debtor, Evaristo Burdiez, who was living in the property being sold and continues to do so, advised our office several times not to work on the CO issue and that he had it all under control.
7. I do not feel that our participation is essential beyond the date of closing and yet we continue to be involved in this case. The fees being sought are for the extra work being done that fall outside the scope of the real estate retainer attached again hereto

as Exhibit 1.

8. The requested attorney's fees, costs, and taxes for the Application Period are summarized as follows:

a. Application Period:	<u>June 17, 2021</u> - <u>June 29, 2021</u>	
b. Attorney services:	<u>7.2</u> hours	\$1980.00
c. Costs:		\$ <u>0.00</u>
Total:		<u>\$1980.00</u>
Less payments from or on behalf of debtor(s):		
OUTSTANDING BALANCE		<u>\$1980.00</u>

WHEREFORE, I respectfully requests that the Court allow, as an administrative expense of the estate, the total amount of \$1980.00 for the Application Period.

DATED: November 17, 2021

/s/ Jill Cadre
Attorney for Debtor

EXHIBIT "1"

AGREEMENT TO PROVIDE LEGAL SERVICES FOR SELLER

This Agreement, dated March 29, 2021, is made

BETWEEN the Clients, Cecilia Otero and Evaristo Burdiez,
Phone: (201) 776-7357 Cecilia
Email: 888montana@gmail.com
Phone: (917) 771-5700 Evaristo
Email: eburdiez@gmail.com

referred to as "You",
AND

THE CADRE LAW FIRM

whose address is 400 Sylvan Avenue, Englewood Cliffs, New Jersey 07632, referred to as the "Law Firm".

1. Legal Services To Be Provided. You agree that the Law Firm will represent You in connection with the sale of property located at 365 River Road, Bogota, New Jersey.

The legal services include the preparation and/or review of the Contract of Sale and any amendments to the contract, preparation for closing including review of the title binder, preparation and review of closing documents, representation at the closing, recording of discharges, etc.

2. Legal Fees. The estimated legal fees for professional services to be rendered are \$1,750.00. The legal fees may be increased to reflect factors; including without limitation: scheduling or title problems, drafting or reviewing of Use and Occupancy Agreements, the need to attend distant closing, or other matters requiring the Law Firm to devote unusual amounts of time and effort to properly represent you. Any additional charges for legal fees will be based upon the amount of time required of the Law Firm. The attorney hourly fee is \$275.00 and \$125.00/hour for paralegal time. The legal fees are in addition to your obligation to pay for other closing costs such as homeowner's insurance, title company charges, bank charges, survey fees, recording fees, property taxes, and other charges or adjustments. If there is no closing, you will be charged a legal fee based upon the time the Law Firm has spent on your behalf.

3. Costs. The Law Firm will also charge you for direct disbursements from its office such as filing fees, messenger fees, federal express (\$35.00 each) and escrow and deposit fees (\$35.00), return check fees (\$35.00), wire fees (\$35.00) and administrative fee/settlement fee (\$225.00). The estimated amount of disbursements are \$200.00.

4. Payments. The sum of \$600.00 is due upon the signing of this Agreement, with the balance due and payable at closing. In the event that a closing does not occur, you will be charged a legal fee based upon the time the Law Firm has spent on your behalf.

5. **Authority.** Pursuant to Busiglio v. DellaFave, 366 N.J. Super. 135 (App. Div. 2004) the attorney has actual written authority to bind you (us) and sign off on riders and other correspondence with the adversary to facilitate the real estate transaction.

6. **Responsibility of a Seller:** It is your responsibility to provide a Certificate of Occupancy and Smoke/Carbon Monoxide Detector Certificate to the Purchaser at Closing. In the event that you have a mortgage on the premises, a mortgage statement(s) must be provided to our office in order to order a final payoff for closing. If you have performed work on the premises, you must disclose it to our office and you will be responsible to cure any and all violations prior to closing.

7. **Back Title:** If you have a copy of your title from the time you purchased the home, or the survey, please provide a copy of those documents and return to our office upon signing this Agreement.

8. **Signatures.** You and the Law Firm have read and agree to this Agreement. The Law Firm has answered all of your questions and fully explained this Agreement to your complete satisfaction. You have been given a copy of this Agreement.

Jill Cadre
BY: Jill Cadre (Mar 30, 2021 15:07 EDT)
THE CADRE LAW FIRM

Cecilia Otero
BY: Cecilia Otero (Mar 30, 2021 15:25 EDT)
(Client)

Evaristo Burdiaz
BY: Evaristo Burdiaz (Apr 1, 2021 20:17 EDT)
(Client)